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22 **UNITED STATES DISTRICT COURT**
23 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

24 MARC GUISENGER,
25 individually and on behalf of all others
26 similarly situated,

27 *Plaintiff,*

28 v.

KEYSTONE RV COMPANY,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff, Marc Guisinger, by and through his undersigned counsel, individually and
2 on behalf of all others similarly situated, against Defendant, Keystone RV Corporation
3 (“Keystone”), seeks damages, equitable and/or declaratory relief. Plaintiff’s allegations
4 are based upon personal knowledge and experience, and upon information and belief,
5 including an investigation conducted by the undersigned attorneys. Plaintiff alleges:

6
7 **NATURE OF THE ACTION**

8 1. This is a straightforward false advertising case.

9 2. Defendant Keystone manufactures camping trailers, also known as towable
10 recreational vehicles (“RVs”). Keystone claims to be the number one manufacturer of
11 towable RVs in North America with more than a million owners.

12 3. One popular line of towable RVs manufactured by Keystone is the “Passport
13 Ultra Lite” RV trailers (“Trailers”). Keystone’s marketing and advertising claim that the
14 Trailers use five-inch steel rafters or trusses¹ in the Trailers’ roofs.

15 4. This is of particular importance because galvanized steel rafters offer better
16 durability and rigidity over the life of the trailer when compared to other materials, such as
17 wood, which can rot and is less durable.

18 5. After Plaintiff, Marc Guisinger, purchased a Trailer and then later sought to
19 install solar panels on its roof, he was informed that, contrary to the affirmative
20 advertisements by Keystone, his Trailer’s trusses were made from wood, not galvanized
21 steel as advertised. Because wood is not as strong and durable as galvanized steel, Plaintiff
22 was unable to install solar panels, as desired.

23 6. But for Keystone’s false advertising, Plaintiff and the putative Class would
24 not have purchased a Trailer from Keystone, or otherwise would have paid less for the
25 Trailer.
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¹ “Rafters” and “trusses” are used interchangeably throughout the Complaint.

FACTUAL ALLEGATIONS

A. Keystone Misrepresents Its Use of Steel Trusses

12. Keystone manufactures and sells a variety of recreational vehicles and trailers, including the Trailers.

13. As relevant here, Keystone advertises and markets the Trailers as using five-inch galvanized steel rafters or trusses in the Trailers' roofs.

14. For example, Keystone's marketing brochure for the Trailers includes a cut-away illustration and detailed legend describing the "5 [inch] Crowned/Stamped Galvanized Steel Roof Trusses" used in the Trailers:



///

1 15. Similarly, in video advertisements, Keystone touts the Trailers' use of "five-
2 inch galvanized steel rafters, which are 200% stronger than the five-inch aluminum rafters
3 that many other coaches use, and they don't sweat or condensate."² The image below is
4 from a video advertisement that shows the purported steel rafter.



15 16. In addition, Keystone's official website, www.keystonerv.com, advertised
16 the Trailers as using "Stamped galvanized 5" thick crowned rafters."

17 17. Consumers desire trailers that use galvanized steel rafters because they
18 provide better durability and rigidity over the life of the trailer when compared to other
19 materials, such as wood, which can rot and is less durable.

20 18. Unfortunately, contrary to Defendant's advertising and marketing, the
21 Trailers do not use five-inch galvanized steel rafters; rather, they use cheaper and less
22 desirable wood rafters.

23 19. Prior to purchasing his Trailer, Plaintiff spent six months researching trailers
24 and visiting different dealerships before eventually purchasing his Trailer.
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28 ² See <https://youtube.com/ISRjEWqsdrq>; <https://www.youtube.com/watch?v=dks-MpwahUQ>.

1 20. Prior to purchasing his Trailer, when Plaintiff visited the Keystone
2 dealership, Trailer Hitch RV Center, he was provided with a marketing brochure that
3 advertised the Trailer as using galvanized steel rafters. On information and belief, all
4 Keystone dealerships provide prospective purchasers of the Trailers with similar marketing
5 brochures that advertise and represent the Trailers as using steel rafters.

6 21. Plaintiff specifically purchased the Trailer because, based on Defendant's
7 advertising and marketing, including Keystone's marketing brochure, Keystone's website,
8 and conversations with a Keystone dealership employee, he believed the Trailer used
9 galvanized steel rafters, which would provide a more secure foundation for mounting
10 multiple solar panels, as well as provide greater rigidity and durability than wood rafters.

11 22. In preparation to install solar panels, in late January/early February 2022,
12 Plaintiff called Keystone to request blueprints for the roof's structural frame and the
13 placement of trusses. Plaintiff was told that Keystone would not provide the blueprints, and
14 that Plaintiff should contact his dealership.

15 23. Plaintiff then contacted a local Keystone dealer and asked for the blueprints
16 as well as confirmation that his Passport Trailer used steel rafters. Despite the clear
17 representations to the contrary, the Keystone dealer, after contacting a Keystone company
18 technician/engineer, stated that the Passport Trailers did *not* use steel rafters and never, in
19 fact, did.
20

21 24. Thereafter, Plaintiff removed the bezel from one of the ceiling vents in his
22 Trailer, removed the insulation, and confirmed that wood—not steel—rafters were used in
23 the roof of his Trailer.
24

25 ///

26 ///

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Photographs of the Wooden Trusses Used in Plaintiff's Trailer



25. On December 5, 2022, Plaintiff was advised by a Keystone dealer that “[a]fter review, [his Trailer] has a non-walkable roof” and that adding solar panels “is a modification to the [Trailer] that [it] would not advise upon.”

1 26. Keystone's blatant misrepresentation that the Trailers use steel rafters is
2 material to reasonable consumers, including Plaintiff, who relied on the misrepresentation
3 in deciding to purchase the Trailers.

4 27. Absent Keystone's affirmative misrepresentation that the Trailers used steel
5 rafters, Plaintiff and reasonable consumers would not have purchased the Trailers or would
6 have paid considerably less for them.

7 28. Based on Keystone's material misrepresentation, reasonable consumers,
8 including Plaintiff, purchased the Trailers to their detriment. Accordingly, Plaintiff and
9 reasonable consumers were injured by Keystone's material misrepresentation that the
10 Trailers used steel rafters.

11
12 **B. Tolling of the Statute of Limitations**

13 29. Plaintiff and Class members had no way of knowing about Keystone's
14 deception concerning the Trailers' roof trusses, which are not visible unless portions of the
15 Trailer are removed, as described above.

16 30. Within the time period of any applicable statutes of limitation, Plaintiff and
17 the Class members could not have discovered through the exercise of reasonable diligence
18 that Keystone concealed its use of wood trusses in its Trailers instead of steel trusses as
19 affirmatively represented and advertised.

20 31. Plaintiff and Class member did not discover, and did not know of, facts that
21 would have caused a reasonable person to suspect that Keystone concealed information
22 about the wood trusses in the Trailers, which was only discovered by Plaintiff after he was
23 informed by a dealership, and then removed the bezel and insulation from the ceiling of his
24 Trailer (which was affirmatively advertised as having steel trusses) and discovered the
25 wood trusses.

26 32. For these reasons, all applicable statutes of limitations have been tolled by
27 operation of the discovery rule with respect to claims as to the Trailers.
28

1 **C. Fraudulent Concealment Tolling**

2 33. All applicable statutes of limitations have also been tolled by Keystone's
3 knowing and active fraudulent concealment of the facts alleged herein throughout the time
4 period relevant to this action.

5 34. Keystone fraudulently concealed the fact that it was using wood, as opposed
6 to the advertised steel, for the trusses in its Trailers.

7 **D. Estoppel**

8 35. Keystone was under a continuous duty to disclose to Plaintiff and Class
9 members the true character of the Class Trailers' use of wood, as opposed to the advertised
10 steel, for the roofs' trusses.

11 36. Based on the foregoing, Keystone is estopped from relying on any statutes
12 of limitations in defense of this action.

13 **CLASS ACTION ALLEGATIONS**

14 37. Plaintiff brings his claims as class claims pursuant to Fed. R. Civ. P. 23. The
15 requirements of Fed. R. Civ. P. 23(a), and (b)(3) are met with respect to the Class defined
16 below.

17 38. Plaintiff proposes a Class defined as follows:

18 All persons who purchased a Keystone Trailer in
19 the State of California advertised as having five-
20 inch galvanized steel rafters or trusses in the
21 Trailers' roofs.

22 39. Excluded from the Class are Defendant Keystone and any entities in which
23 Defendant has a controlling interest, any of Defendant's parents, subsidiaries, affiliates,
24 officers, directors, employees and members of such person's immediate families, the
25 presiding judge(s) in this case and his/her immediate family.

26 40. Numerosity: Plaintiff believes, and therefore avers, that Keystone has sold
27 hundreds, if not thousands, of Keystone Trailers in California. Accordingly, individual
28

joinder of all the Class members is impracticable. The Class is readily identifiable using vehicle registration documents and Keystone's customer information.

41. Commonality and Predominance: Questions of law and fact are common to Plaintiff, and the Class, and they predominate over questions affecting only individual members. Common questions include:

(a) Whether Keystone affirmatively misrepresents that it uses steel, as opposed to wood, for the Trailers' trusses;

(b) Whether there is a material difference between the use of wood versus steel for the Trailers' trusses;

(c) Whether Plaintiff and the Class paid more for the Trailers than they otherwise would have had Keystone disclosed the trusses were made from wood as opposed to steel; and

(d) Whether Plaintiff and the Class are entitled to damages.

42. Typicality: Plaintiff's claims are typical of the claims of the Class described above, and they arise from the same course of conduct by Keystone. The relief Plaintiff seeks is typical of the relief sought for the absent Class members.

43. Adequacy: Plaintiff will fairly and adequately represent and protect the interests of all absent Class members. Plaintiff is represented by counsel competent and experienced in class action litigation.

44. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Class treatment of common questions of law and fact is superior to multiple individual actions or piecemeal litigation. Moreover, absent a class action, most Class members would likely find the cost of litigating their claims prohibitively high and would therefore have no effective remedy at law.

45. The prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct for Keystone. In contrast, the conduct of this action as a class action

1 presents far fewer management difficulties, conserves judicial resources and the parties'
2 resources, and protects the rights of each Class member.

3 **CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**

5 **Violation of California Unfair Competition Law**

6 **(Cal. Bus. & Prof. Code § 17200, *et seq.*)**

7 **On Behalf of the Class**

8 46. Each of the preceding paragraphs is incorporated by reference as though fully
9 set forth herein.

10 47. Plaintiff brings this cause of action on behalf of himself, and on behalf of the
11 other Class members, against Keystone for its unlawful, unfair, and/or deceptive business
12 acts and practices pursuant to California's Unfair Competition Law (UCL), Business &
13 Professions Code § 17200 *et seq.*, which prohibits unlawful, unfair and/or fraudulent
14 business acts and/or practices.

15 48. This claim is predicated on the duty to refrain from unlawful, unfair and
16 deceptive business practices. Plaintiff and the Class members hereby seek to enforce a
17 general proscription of unfair business practices and the requirement to refrain from
18 deceptive conduct.

19 49. The UCL prohibits acts of "unfair competition." Cal. Bus. & Prof. Code §
20 17200. As used in this section, "unfair competition" encompasses any "unlawful, unfair
21 or fraudulent business act or practice and unfair, deceptive, untrue or misleading
22 advertising." *Id.*

23 50. Keystone engaged in unfair, deceptive and/or misleading advertising in
24 violation of the UCL.
25
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1 51. Keystone affirmatively misrepresents the Trailers use steel rafters.³ In
2 reality, Keystone uses wood, not steel, for the rafters in its Trailers.

3 52. Keystone should be enjoined from any further advertising of these Trailers
4 as containing steel trusses. Plaintiff might purchase a Trailer in the future, despite the fact
5 it was once marred by false advertising, as he may reasonably, but incorrectly, assume the
6 Trailer was improved—that is, used steel trusses.

7 53. Keystone should also be required to issue corrective statements advising
8 Trailer owners that the trusses are made of wood, not steel, and Keystone should be
9 disgorged of all monies and revenues generated as a result of such practices, and all other
10 monies and revenues generated as a result of this false advertising, and all other relief
11 allowed under the California Business & Professions Code § 17200.
12

13 **SECOND CAUSE OF ACTION**

14 **Violation of California Consumers Legal Remedies Act (“CLRA”)**

15 **Cal. Civ. Code § 1750, *et seq.***

16 **On Behalf of the Class**

17 54. Each of the preceding paragraphs is incorporated by reference as though fully
18 set forth herein.

19 55. Keystone is a person as defined by California Civil Code § 1761(c).

20 56. Plaintiff and the Class members are “consumers” as defined in California
21 Civil Code § 1761(d).

22 57. Keystone engaged in unfair and deceptive acts in violation of the CLRA
23 through the practices described herein, and by intentionally and knowingly misrepresenting
24

25
26
27 ³ See, e.g., <https://youtube.com/ISRjEWqsdrg>; [https://www.youtube.com/watch?v=dks-](https://www.youtube.com/watch?v=dks-MpwahUQ)
28 MpwahUQ (advertising that the Trailers use “five-inch galvanized steel rafters, which are
200% stronger than the five-inch aluminum rafters that many other coaches use, and they
don’t sweat or condensate.”)

the nature of the material used for the trusses in the Trailers. This conduct violates, at a minimum, the following sections of the CLRA:

- Representing that the Trailers have (i) “characteristics . . . [or] benefits, which [they do] not have” (1770(a)(5));
- Representing that the Trailers are of “a particular standard, quality, or grade,” when they are of another (1770(a)(7)); and
- “Advertising goods . . . with the intent not to sell them as advertised” (1770(a)(9)).

58. Keystone’s unfair and deceptive acts or practices occurred repeatedly in Keystone’s trade or business and were capable of deceiving a substantial portion of the purchasing public.

59. On December 8, 2022—more than 30 days before the filing of this action—on behalf of Plaintiff, undersigned counsel served Keystone with a notice of its violations of the CLRA pursuant to California Civil Code § 1782 regarding the Trailers. *See Exhibit A.* Keystone did not respond.

60. Plaintiff’s and the Class members’ injuries were proximately caused by Keystone’s fraudulent and deceptive business practices.

61. Plaintiff and the Class members seek all relief available under the CLRA.

THIRD CAUSE OF ACTION
Violation of California False Advertising Law
Cal. Bus. & Prof. Code § 17500, *et seq.*
On Behalf of the Class

62. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

63. California Business & Professions Code § 17500, prohibits “unfair, deceptive, untrue or misleading advertising.”

1 64. Keystone violated § 17500 by representing, through false and misleading
2 advertising, and through other express representations, that the Trailers use galvanized steel
3 rafters.

4 65. Plaintiff and Class members have suffered injury in fact, including the loss
5 of money or property, as a result of Keystone's unfair, unlawful, and/or deceptive practices.
6 Plaintiff and the Class members relied on Keystone's misrepresentations with respect to
7 the use of steel for the Trailers' trusses. Had Plaintiff and the Class members known this,
8 they would not have purchased the Trailers or would have paid much less for them.
9 Accordingly, Plaintiff and the Class overpaid for their Trailers and did not receive the
10 benefit of the bargain.

11 66. All of the wrongful conduct alleged herein occurred, and continues to occur,
12 in the conduct of Keystone's business. Keystone's wrongful conduct is part of a pattern or
13 generalized course of conduct that is still perpetuated and repeated throughout the State of
14 California.

15 67. Plaintiff and the Class request that the Court enter such orders or judgments
16 as necessary to enjoin Keystone from continuing its unfair, unlawful, and/or deceptive
17 practices and to restore Plaintiff and Class members any money Keystone acquired by
18 unfair competition including restitution and/or restitutionary disgorgement, and for all such
19 other relief as permitted by law.
20

21 **FOURTH CAUSE OF ACTION**
22 **Unjust Enrichment**
23 **On Behalf of the Class**

24 68. Each of the preceding paragraphs is incorporated by reference as though fully
25 set forth herein.

26 69. Plaintiff and the Class have conferred a benefit upon Keystone in the form
27 of money paid for the Trailers.
28

1 70. Keystone appreciates and/or has knowledge of the benefits conferred on it
2 by Plaintiff and the Class.

3 71. Under principles of equity and good conscience, Keystone should not be
4 permitted to retain the money obtained from Plaintiff and the Class, which Keystone had
5 unjustly obtained as a result of its unlawful conduct in violation of law. Keystone should
6 not be permitted to retain the ill-gotten gains it received.

7 72. Accordingly, Plaintiff and the Class seek full disgorgement and restitution of
8 any money Keystone received as a result of the unlawful and/or wrongful conduct alleged
9 herein.
10

11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, Plaintiff, individually and on behalf all others similarly situated,
13 respectfully request that this Court enter judgment against Keystone and in favor of
14 Plaintiff, and grant the following relief:

15 A. Determine that this action may be maintained as a Class action with respect
16 to the Class identified herein; certify a class action pursuant to Rule 23 (b)(2) and (3) and
17 designate and appoint the named Plaintiff herein and his counsel to serve as Class
18 Representatives and Class Counsel;

19 B. Damages, including actual, compensatory, general, special, incidental,
20 statutory, punitive, and consequential damages and disgorgement in an amount to be
21 determined at trial;

22 C. An order enjoining Defendant from continuing the challenged conduct;

23 D. Grant Plaintiff and the Class members their costs of suit, including
24 reasonable attorneys' fees and expenses, as provided by law;

25 E. Awarding pre- and post-judgment interest, to the extent allowed by law;
26 and

27 F. Grant Plaintiff and the members of the Class such other, further, and
28 different relief as the nature of the case may require or as may be determined to be just,

equitable, and proper by this Court.

JURY TRIAL DEMAND

Plaintiff, by his counsel, request a trial by jury on those causes of actions set forth herein.

Date: February 23, 2023

By: /s/ Christopher D. Moon

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